

AGREEMENT

Between The

DELRAN EDUCATION ASSOCIATION

And The

BOARD OF EDUCATION

Of

DELRAN, BURLINGTON COUNTY

NEW JERSEY

1985-1987

Delran Township  
(Employer)

1410-4

01-10

417

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# ARTICLE I

- A. This agreement approved and entered into this July 1, 1985, between the Delran Township Board of Education (hereinafter referred to as "the Board"), and the Delran Education Association (hereinafter referred to as the "Association") is intended to delineate areas of mutual agreement and to extend avenues of communication among the Board, Administration and Professional Staff as represented by the Association.
- B. The provisions of the agreement shall be effective as of July 1, 1985, and remain in full force and effect until June 30, 1987.
- C. It is recognized by both the Board and the Association that this agreement is entered in good faith and that both parties will cooperate in carrying out this agreement within the limitations of the laws of the State of New Jersey.

# ARTICLE II

## Recognition

- A. The Delran Township Board of Education, pursuant to Chapter 123, Public Laws of New Jersey, 1974, hereby recognizes the Delran Education Association as the exclusive negotiating representative for all certified personnel for the purpose of collective negotiations excluding the superintendent, principals, substitutes, aides, and all other administrative positions created for the duration of this contract. The following are included: teachers, specialists, nurses, librarians, non-certified subject matter area coordinators and guidance counselors.
- B. Unless otherwise indicated, the term "Negotiations Unit Member" (NUM) when used in this agreement shall refer to all employees represented by the Delran Education Association in the negotiations unit above defined.
- C. The Association recognizes the Board as the representative of the government of the State of

New Jersey and the members of the negotiating committee as the representative of the full Board entrusted with the obligation to negotiate in good faith on behalf of the Board.

- D. The Association recognizes the district Superintendent as the representative of the Board when matters of joint concern necessitate meetings during school hours, immediately after school, or at any time when the chairman or any members of the Board's negotiating committee cannot be present. The Superintendent will act in a supervisory capacity only and will not make any policy binding upon the Board.
- E. Representation Fee - See Addendum III.

# ARTICLE III

- A. Negotiations for a successor agreement to this agreement shall begin no later than the date established by the Public Employees Relation Commission. Any agreement so negotiated shall apply to all teachers, be reduced to writing, adopted and signed by the Board and the Association.
- B. Neither party in any negotiations, shall have any control over the selection of the negotiating representatives of the other party.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals.
- D. The Board agrees to make available for inspection or copying, in response to reasonable request from time to time, all public information including the tentative budgetary requirements and allocations.
- E. Negotiations meetings between the parties and/or their representatives shall take place a minimum of once a month, for the purpose of reviewing the contents and administration of this agreement and to solve problems that may arise concerning it.

These meetings, which are not intended to by-pass the grievance procedure, shall be conducted in accordance with the following basis for procedure, unless otherwise determined by the participants as a necessity for expediency:

1. The Delran Education Association shall present to the Superintendent its suggested agenda and full proposal for the next academic year no later than the date established by the Public Employees Relation Commission.
2. Prior to the adjournment of the initial negotiations meeting and each meeting thereafter, an informal memorandum of understanding with reference to that meeting shall be prepared and there will be established a tentative date, time, place, and agenda for the next meeting.
3. Participants may add agenda items by contacting the chairmen of both committees who will be responsible for checking the agenda and distributing it to all participants three (3) days prior to each meeting.
4. Meetings shall be conducted by the chairman of the negotiating committee that is making the presentation.
5. The Delran Township Board of Education recommends that it is most desirable that all negotiations unit members representing the negotiating team be personnel with tenure in the Delran Township School District.
6. All meetings between the parties shall be regularly scheduled when such meetings do not conflict with Board meetings and when the majority of both committees can be present.
7. Special meetings may be called at the request of either party. Requests for a special meeting must be presented to the

chairman. Within three (3) days of the receipt of the request the chairman shall arrange for an agreeable date and time for a meeting. The party requesting the meeting shall, at the time of the request, submit written proposals or questions to the chairman and the chairman shall arrange for the distribution of the material. The special meeting shall be held within ten (10) days of the receipt of the request. It is understood that the agenda of special meetings shall be limited to that purpose.

8. Both parties may call upon consultants to participate in meetings. This, in no way, prohibits the Association or the Board representatives from discussing negotiations with other Boards of Education. For example, the Superintendent, the Board of Education President, D.F.A. President, N.J.E.A. representatives, the Board of Education Solicitor, etc.
9. Recommendations for the agreement made by each negotiating representative are not binding on either party until accepted by the Board and the Association.
10. The negotiated agreement shall be approved or rejected by the membership of the Association and the Board within fourteen (14) days from the date of the meeting when the agreement had been reached.
11. If rejected, the rejection must include a meeting date when counterproposals shall be made by the non-agreeing party.
12. If there is non-agreement, the party must make counterproposals or give in good faith, reasons for not doing so. If the point is reached after several proposals and counterproposals, whereby the Board and Association are unable to agree, they shall establish procedures as outlined within Chapter 123, New Jersey Public Laws of 1974.

#### ARTICLE IV

##### Grievance Procedure

(Current Board Policy Code 3.56)

##### A. Definitions:

1. Grievance: A "grievance" is a claim by a Negotiation Unit Member or the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decisions affecting a Negotiation Unit Member or a group of Negotiation Unit Members.
  2. Aggrieved Person: An "aggrieved person" is the person or persons or the Association making the claim.
  3. Party in Interest: A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
  4. A grievance, to be considered under this procedure, must be initiated in writing by the Negotiation Unit Member, or the Association within thirty (30) calendar days from the time when the Negotiation Unit Member or the Association knew or should have known of its occurrence.
  5. The 30 day calendar day requirement will be waived in all cases where the matter to be considered shall have occurred between June 30 and the first Negotiation Unit Member work day of the succeeding school year.
- B. Purpose: The purpose of this procedure is to secure, at the LOWEST possible level, equitable

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solutions to those problems which may from time to time arise affecting Negotiation Unit Members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

##### C. Procedure:

1. If the time limits are exceeded at each level by the Grievant/Association, the grievance shall be deemed withdrawn or abandoned. The grievance shall move to the next level if the Level I answer is not issued in a timely manner. If the Superintendent fails to issue a timely answer, the grievance shall be deemed settled in favor of the Grievant/Association.
2. Year-end grievances: In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted as soon thereafter as it is practicable.
3. It is understood that grievants shall, during and not withstanding the outcome of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.

##### Level I - Principal or Immediate Superior

A Negotiation Unit Member with a grievance shall first discuss it with his/her principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

##### Level II - Superintendent

If the aggrieved person is not satisfied with the disposition of the grievance at Level I, or if no

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decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level I or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

If the aggrieved person is not satisfied with the decision of the Superintendent, he/she may within five (5) school days of receipt of the Superintendent's decision ask the Association to submit said grievance to arbitration.

Within twenty (20) school days the Association shall decide whether to file for arbitration. If the Association fails to file for arbitration within that time period, the grievance shall be deemed abandoned.

#### Level III - Arbitration

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings or fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or

which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding on the parties.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

#### D. Rights of Negotiations Unit Member

1. Any aggrieved person may be represented at all stages of the grievance procedure by her/himself, or representation selected or approved by the Association. When a Negotiations Unit Member is not represented by the Association, the Association shall have the right to present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

1. Group grievance  
If, in the judgment of the Association, a grievance affects a group or class of Negotiations Unit Members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance though the aggrieved person does not wish to do so.
2. Written decisions  
Decisions rendered at Level I which are un-

satisfactory to the aggrieved person and all decisions rendered at level II of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate grievance file

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents shall be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

ARTICLE V

Reduction in Force  
\*Refer to Addendum I for current board policy.

ARTICLE VI

Negotiations Unit Members' Rights

A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board eligible in the negotiating unit as defined in Article II of this agreement, shall have the right to freely organize, join and support any employee organization.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Law.

C. No member shall be disciplined or reprimanded without just cause.

D. Whenever any Negotiations Unit Member is required to appear before any administrator or supervisor, Board, or Committee thereof, concerning any matter which does not or may adversely affect the continuation of that Negotiations Unit Member in his/her employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representation of the Association or of his/her own choosing present to advise him/her and represent him/her during such meeting or interview.

E. Any question or criticism by a supervisor, administrator, or board member, of a Negotiations Unit Member and/or his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

F. Negotiations Unit Members' official files shall be maintained in accordance with the following:

1. No material derogatory to a Negotiations Unit Member's conduct, service, character, or personality shall be placed in his/her personal file unless the Negotiations Unit Member has had an opportunity to review and discuss the material with an appropriate



administrator. The Negotiations Unit Member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the understanding that such signature in no way indicates agreement with the contents thereof. The Negotiations Unit Member shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

2. Derogatory material shall be removed from member's file after five years.

- G. No member shall be reduced in rank or compensation or deprived of any professional advantage without just cause and sixty days written notice.

#### ARTICLE VII

##### Association Rights

- A. The Board will make available when requested a register of certified personnel, names, and addresses of all Negotiations Unit Members and their respective salaries.

- B. Whenever any representative of the Association or any individual Negotiations Unit Member is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences or meetings, between the above named parties, he shall suffer no loss in pay. The Board and the Association will not disrupt regular classroom routine.

- C. The Association and its representatives shall be permitted use of the school buildings at reasonable hours to hold meetings provided that this does not interfere with or interrupt school operations, does not conflict with Board approved activities or facility rentals, does not require buildings to be opened at times they are normally closed and does not require additional janitorial

or maintenance time. A schedule of the date, time, and location of regular Executive and General meetings of the Association shall be submitted to the building principal and the Superintendent of Schools by September 1 of each year. Not less than one (1) day advance notification shall be given of additionally scheduled Executive and General meetings.

- D. The Association shall be permitted to use school owned facilities and equipment such as typewriters, duplicating equipment, adding machines (excluding that of the Board Secretary), and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association will designate certain of its members as a committee responsible for all duplication of materials, and only this committee will have access to the above named equipment. Instructions on the proper use of all equipment will be provided by the Board. The Association shall pay for all materials and supplies incidental to such use. The Association shall be responsible for such equipment while using it and will reimburse the Board for any such damages to, or loss of, the equipment while in such use.

- E. The Association shall have in each school building, the use of a bulletin board in each faculty lounge and teachers dining room. The Association shall also be allowed space on the bulletin board in the central office of each school for Association notices. Copies of all materials to be placed on such bulletin boards shall be given to the building principal for informational purposes.

- F. The Association shall have the privilege of using the interschool facilities and school mail boxes so long as it does not disrupt mail distribution for school operations.

- G. Negotiations Unit Member-orientation programs for new Negotiations Unit Members shall be co-sponsored by the Board and the Association, with Association obligated to assume such costs as may be mutually agreed upon during the planning of such programs.



To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered appropriate for professional in-service training activities of a Board of Education.

#### ARTICLE VIII

##### Board Rights

The Board reserves to itself, except as otherwise specified via the Agreement, sole jurisdiction thereof, to carry out its state mandated responsibility to manage and direct all the operations and activities of the Delran School District in accordance with applicable laws and regulations.

#### ARTICLE IX

##### Negotiations Unit Member Work Year

- A. The Negotiations Unit Member work year shall be defined as the number of in-school days specified not to exceed 185 days. When necessary that Negotiations Unit Members may be honoring the September 1 to June 30 contract according to the terms of the individual contract between teacher and board.
- B. As of September 1, of the contract year, all Negotiations Unit Members shall be entitled to ten (10) sick leave days for each school year as of the first official day of such school year whether or not they report for duty on that day.
- C. Death in the immediate family up to four (4) school days per occurrence. Immediate family shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, and grandparents. One day shall be granted for other family members.

In the event the deceased had lived more than 200 miles (one way) from the employee's residence, an additional day shall be granted.

- D. Two days for personal reasons. The number of unused personal days in any year shall accumulate for the purpose of sick leave from year to year. However, such days shall not be paid for on retirement under Article IX, Section F.

Such requests for personal reasons shall be submitted two (2) days in advance to the building principal for approval except in cases of emergency when this requirement may be waived by the building principal. Such approval shall not be unreasonably denied.

##### E. Maternity Leave

- 1. The Board shall grant maternity leave without pay to any Negotiations Unit Member upon request subject to the following stipulations and limitations.

- a) Maternity leave shall commence and terminate on the date requested by the Negotiations Unit Member.
- b) The employee's return to the same building, grade or special assignment shall not be guaranteed, but arranged whenever possible upon the recommendation of the Superintendent.
- c) No Negotiations Unit Member shall be required to leave work because of pregnancy at any specific time prior to expected childbirth or be prevented from returning to work solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.
- d) The Board shall not remove any Negotiations Unit Member from her duties during pregnancy unless the member cannot produce a certificate from her physician that she is medically able to continue working.
- e) The Board shall not discriminate against any person in violation of N.J.S.A. 10:3-1.

et. seq. The Law Against Discrimination, nor in violation of the Constitution of the State of New Jersey, and of the Constitution of the United States.

2. Return from leave

a) Upon return from leave granted pursuant to this article, a Negotiations Unit Member shall be placed on the salary schedule at the time of leave.

b) All benefits to which a Negotiations Unit Member was entitled at the time her leave of absence commenced, including unused accumulated sick leave shall be restored to her upon her return.

F. Pay for accumulated unused sick leave.

Upon retirement, Negotiations Unit Members shall be paid fifteen dollars (\$15.00) for each day of unused accumulated sick leave.

G. The Guidance Counselor will work the last two weeks (10 days) in August prior to the opening of the new school year and will be paid at .05 of the base salary he/she is to receive.

H. Leaves of absence

1. The Board agrees that one member designated by the Association shall, upon request, be granted a leave of absence, without pay, for up to two school calendar years for the purpose of engaging in activities of the Association.

2. A leave of absence, without pay, may be granted for the purpose of caring for a sick member of the member's immediate family, or a member of the household for whom the member is legally receiving an income tax deduction.

3. A member shall be granted adoption leave for a pre-schooler in accordance with the conditions set up for maternity leave.

ARTICLE X

Teaching Hours and Teaching Load

A. Negotiations Unit Members in the Beltran Township Schools shall be on assignment for a minimum of thirty minutes before classes begin and thirty minutes beyond the length of the regular school day. In no case shall a member be expected to be on duty for more than thirty minutes before the opening of school.

1. Negotiations Unit Members shall work a 7½ hour day, within one continuous span, with distribution thereof to be set by the Board.

a) Faculty meetings shall be held during the school day, within the 7½ hour work day.

b) The notice of an agenda for any meeting shall be given to the Negotiations Unit Members involved at least two (2) days prior to the meetings, except in cases of emergency.

2. Preparation Periods

a) All high school and middle school Negotiations Unit Members are to have one preparation period a day, at a specified time set by the building administrator or his designee.

b) All elementary Negotiations Unit Members are to be scheduled for 160-170 minutes per week during the school day and spread over four days; an additional 30-40 minutes of preparation time is to be taken after school ends or before it begins.

B. It is agreed that class advisors, student council moderators, school nurses, librarians, guidance counselors will not supervise a homeroom except when all other available NUMs have been utilized. All other NUMs will be assigned homeroom duties on a rotation basis.

C. It is agreed that preparation of a lesson plan is a necessary tool to help a Negotiations Unit Member achieve continuity, set forth goals and objectives,

and determine the scope, sequence and content of daily lessons. Lesson plans are essential in assisting a substitute when the regular teacher is absent. Emergency plans are acceptable but the child is given a continuing education and presented with a continuing classroom routine when there are current lesson plans available for the substitute.

All Negotiations Unit Members will submit weekly lesson plans on Monday morning. It is realized that a lesson plan is a brief, orderly, logical plan on a given topic designed to last for a specified period of time. Substitutes will utilize regular lesson plans unless otherwise directed.

D. The practice of using a Regular Negotiations Unit Member as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, Negotiations Unit Members who volunteer will be used as substitutes during their non-teaching time. In the absence of volunteers, a member will be assigned to serve as a substitute. Any Negotiations Unit Member (including librarians) who serve in this way will be compensated at \$10.00 for each class covered. In cases of extreme emergency, Negotiations Unit Members may volunteer to cover additional classes at the previously stated rate. Under normal circumstance, members will not be asked to cover more than one per day. It shall be the responsibility of the member to notify the principal when each substitute period is served. This compensation will be paid within 30 days in a separate check. The Board of Education shall endeavor to provide competent and adequate substitutes.

E. At the Middle School and the High School levels, Negotiations Unit Members shall be assigned no more than three (3) course titles. This does not apply to a subject area where there is only one certified member, e.g., Industrial Arts, Home Economics, Art, etc.

In the event a member is assigned a sixth class in the high school, compensation, at the rate of twelve (\$12.00) dollars daily will be paid. In the

event that there is a change in the middle school and duty assignments are added, the above will apply. F. Staffings which extend beyond the 7 1/2 hour day will be compensated in time by mutual agreement with the building administrator.

#### ARTICLE XI

##### Non-Teaching Duties

The Delian Board of Education hereby agrees to provide the elementary schools with a teacher aides program thus providing a duty free lunch period. However, in cases of emergency, Negotiations Unit Members may be called upon for assistance.

#### ARTICLE XII

##### Teacher Employment

A. Each Negotiations Unit Member shall be placed on the proper step of the salary schedule as of September 1 of the school year.

B. The Board will follow state law concerning credit for previous teaching experience and military service.

C. Negotiations Unit Members shall be notified in writing of their contract and salary status for the ensuing year no later than April 30 of the school year.

D. The contract shall be returned within 15 school days.

E. At the time a newly employed Negotiations Unit Member is in receipt of a signed contract from the Board of Education, the said member shall also receive from the Board a copy of the current agreement between the Board and the Association.

F. Registration for workshops that NUNs wish to attend will be paid for by the NUN initially. Approval for workshop reimbursement will be based on the following criteria:

1. All requests for workshop reimbursement shall be reviewed by the Superintendent.

2. The NUM will agree to make a written report to the Superintendent following attendance of the workshop.
  3. The NUM will agree to make a presentation to fellow faculty members following the attendance of the workshop.
  4. Upon completion of items 2 and 3, the NUM will submit a voucher for payment of the cost of the registration for the workshop.
  5. The number of participants shall be determined by the Superintendent as to the number to be allocated to each school.
  6. When applications are received, they shall be approved as to subject, and in order of the greater number of years of continuous service.
  7. Workshop registration, whether prescribed or requested by the NUM, will be paid by the Board of Education including workshops attended on Saturdays.
  - G. Negotiations Unit Members will administer standardized tests deemed by the Board as necessary. Members involvement in analytical statistical consideration is needed in drawing definite conclusions. It is agreed that correction is not within the realm of the member's responsibility other than the primary grade OTIS examination.
- ARTICLE XIII**
- Salaries**
- A. The salaries of all Negotiations Unit Members covered by this agreement are set forth herein.
  - B. Negotiations Unit Members shall be paid in twenty (20) equal semi-monthly installments.

- C. The Board will authorize the Secretary to make additional deductions for Negotiations Unit Members as prescribed by law.
- D. Negotiations Unit Members shall be paid on the fifteenth and thirtieth of each month. When a pay day falls on or during a school holiday, vacation, or weekend, the members shall receive their paycheck on the last previous working day.
- E. Negotiations Unit Members shall receive their final paychecks on the last teacher day in June.
- F. Negotiations Unit Members may independently elect to have a portion of their salary withheld and deposited to their credit union and/or deposited for tax deferred annuities upon executing appropriate payroll authorization forms.
- G. The salary guide for school year 1985-1987.

**SALARY GUIDE  
1985-1986**

| STEPS        | BA     | BA+15  | BA+25  | MA     | MA+15  | MA+25  |
|--------------|--------|--------|--------|--------|--------|--------|
| 1            | 18,500 | 18,900 | 19,300 | 19,700 | 20,100 | 20,400 |
| 2            | 18,500 | 18,900 | 19,300 | 19,700 | 20,100 | 20,400 |
| 3            | 18,500 | 18,900 | 19,300 | 19,700 | 20,100 | 20,400 |
| 4            | 18,500 | 18,900 | 19,300 | 19,700 | 20,100 | 20,400 |
| 5            | 18,800 | 19,200 | 19,672 | 20,108 | 20,544 | 20,980 |
| 6            | 20,056 | 20,492 | 20,928 | 21,364 | 21,800 | 22,236 |
| 7            | 21,155 | 21,591 | 22,027 | 22,463 | 22,899 | 23,335 |
| 8            | 22,354 | 22,790 | 23,226 | 23,662 | 24,098 | 24,534 |
| 9            | 23,553 | 23,989 | 24,425 | 24,861 | 25,297 | 25,733 |
| 10           | 24,752 | 25,188 | 25,624 | 26,060 | 26,496 | 26,932 |
| 11           | 25,951 | 26,387 | 26,823 | 27,259 | 27,695 | 28,131 |
| 9% OFF Scale |        |        |        |        |        |        |

H. The salary guide for the 1986-1987 school year.

| STEPS        | SALARY GUIDE<br>1986-1987 |        |        |        |        |        |
|--------------|---------------------------|--------|--------|--------|--------|--------|
|              | BA                        | BA+15  | BA=25  | MA     | MA+15  | MA+25  |
| 1            | 18,500                    | 18,900 | 19,300 | 19,700 | 20,100 | 20,400 |
| 2            | 18,500                    | 18,900 | 19,300 | 19,700 | 20,100 | 20,400 |
| 3            | 18,500                    | 18,900 | 19,300 | 19,700 | 20,100 | 20,400 |
| 4            | 19,000                    | 19,400 | 19,800 | 20,200 | 20,600 | 21,000 |
| 5            | 19,500                    | 19,900 | 20,300 | 20,700 | 21,100 | 21,500 |
| 6            | 20,445                    | 20,920 | 21,395 | 21,871 | 22,346 | 22,821 |
| 7            | 22,090                    | 22,565 | 23,040 | 23,516 | 23,991 | 24,466 |
| 8            | 23,059                    | 23,534 | 24,009 | 24,485 | 24,960 | 25,435 |
| 9            | 24,366                    | 24,841 | 25,316 | 25,792 | 26,267 | 26,742 |
| 10           | 25,673                    | 26,148 | 26,623 | 27,098 | 27,574 | 28,040 |
| 11           | 26,980                    | 27,455 | 27,930 | 28,405 | 28,881 | 29,356 |
| 12           | 28,287                    | 28,762 | 29,237 | 29,712 | 30,188 | 30,663 |
| 98 Off Scale |                           |        |        |        |        |        |

New hires shall be placed on a salary step equal to but no higher than the step placement of a Negotiating Unit Member currently employed with the same number of years of teaching experience.

Class Size

Whenever, in the opinion of the Superintendent, the number of students in a classroom exceeds the design specifications for the classroom, the Superintendent shall meet with the Delran Education Association building representative to explore and discuss methods of reducing the size of the class affected.

ARTICLE XIV

ARTICLE XV

Negotiations Unit Members' Assignment

A. Except in cases of extraordinary circumstances, Negotiations Unit Members shall be given written notice of their class/or subject assignment, building assignment, and room assignments for the forthcoming year not later than June 30.

B. In the event that changes in such schedules, class and/or subject assignment, building assignment or room assignments are proposed after June 30, the Negotiations Unit Member being affected shall be notified promptly in writing.

C. The Board will follow state law when hiring or assigning Negotiations Unit Members with regard to their type of certificate and area of competence.

D. Special area Negotiations Unit Members in the elementary school shall be consulted by the principal for the preparation of their schedule. The June 30 deadline as set forth in paragraphs A and B shall not apply to this paragraph.

ARTICLE XVI

Negotiations Unit Members' Evaluation

A. The Board will follow stated policy with regard to Negotiations Unit Members' evaluation. It is agreed

that all observations and evaluations are to be conducted openly and in an ethical atmosphere.

B. The observation and evaluation of non-tenured teaching staff members in the Delran School System shall be in conformance with NJAC 6:3-1.19.\*  
\*Refer to Addendum II

C. The Superintendent and an Association Committee of not more than three people shall meet and develop recommendations concerning evaluation procedure and criteria pertaining to increment and salary adjustment.

D. All evaluations will be made by administrators and certified personnel.

E. All first year Negotiations Unit Members in the Delran School System shall be observed and evaluated more frequently with several consultations following.

#### ARTICLE XVII

##### Voluntary Transfers and Reassignments

A. No later than May 15th of each school year, the Superintendent shall deliver to the Association to post in all school buildings, a list of the known vacancies which shall occur during the following year. Such listings shall be updated by July 15th and delivered to the President of the Association.

B. Negotiations Unit Members who desire to change grade and/or subject assignment, or who desire to transfer to another building, must file a written statement of such desire with the Superintendent not later than April 15. Such statement shall include the grade and/or subject to which the member desires to be transferred in order of preference.

C. As soon as possible, the Superintendent shall make appropriate response to such requests for transfer. In the determination of the requests for voluntary reassignment and/or transfer, the wishes of the individual member shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interest of the school system.

#### ARTICLE XVIII

##### Involuntary Transfers and Reassignment

A. The Board recognizes the need for stability within the district and does not favor unnecessary movement of personnel among the individual schools.

B. The Board and the Association stipulate that the primary concern is the welfare of the children and a harmonious atmosphere in each building.

C. The Board will endeavor to do everything possible to keep involuntary transfers and/or reassignments at a minimum or to prevent them entirely, but reserves such a prerogative to itself.

D. When an involuntary transfer or reassignment is necessary, a Negotiations Unit Member's area of competence, major or minor field of study, length of service in the Delran School District, length of service in the particular school building, and other relevant factors, including among other things, state and/or federal laws, rules, regulations, or administrative directives, shall be considered in determining which member is to be transferred or reassigned.

E. Notice of an involuntary transfer or reassignment shall be given to the Negotiations Unit Member as soon as practicable, and except in cases of emergency, not later than June 30.

F. Whenever an involuntary transfer or reassignment is proposed by the Superintendent in writing, the Superintendent shall meet with the affected Negotiations Unit Member to discuss the proposed transfer when such member shall have requested such a meeting with the Superintendent in writing within ten (10) calendar days of the Superintendent's notice of the proposed involuntary transfer or reassignment.

ARTICLE XIX

Negotiations Unit Members' Facilities

- A. The Board recognizes that appropriate texts, library facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, standard texts and similar materials are tools of the teaching profession. The Board shall make available, whenever possible, in each school adequate lunchroom, restroom, and laboratory facilities for Negotiations Unit Members' use and a faculty lounge in which smoking shall be permitted. Vending machines for beverages shall be permitted in the faculty lounges of each building, providing that the Association makes the arrangements for the installation and for maintenance, stocking, payments and collection.
- B. The Delran Education Association shall be the representative body for all Negotiations Unit Members requesting additional supplies or equipment not a part of the regular assignment given to each member. The following procedure will be followed:
  1. In each building, the Negotiations Unit Members will select one member whose responsibility it will be to forward them, in writing, to the building principal.
  2. The building principal will, after receiving any written request for supplies, materials, etc., meet with the Negotiations Unit Members, representative to discuss what is available in the system and how to obtain it.
  3. Each building principal may requisition any excess supplies or equipment for his building or request the purchase of same from the Superintendent in writing.
  4. The Superintendent will submit to the Board all requests for supplies or equipment he deems necessary.

5. The Board will consider the purchase of all reasonable requests made by the Superintendent on behalf of the principals and staff so far as it is economically possible to do so.
6. At budget time, each building principal will resubmit requests for supplies and equipment that have not been purchased due to insufficient funds, for reconsideration by the Board when it is making up the budget for the following year.

ARTICLE XX

Positions

- A. Delran Negotiations Unit Members shall be given priority for any openings within the District.
- B. All openings for positions shall be communicated to all Negotiations Unit Members at the same time. Where possible, salary schedules for these positions shall be included with the notification.
- C. All qualified Negotiations Unit Members in the particular system areas to be offered shall be given equal opportunity to make application, and no position shall be filled until all applications have been considered.

ARTICLE XXI

Insurance Protection

- A. The Board of Education will provide at no cost to the Negotiations Unit Member, Blue Cross/Blue Shield, New Jersey Public Employees Hospital Plan, Rider J, and major medical coverage for the Negotiations Unit Member and dependents. If a change in carrier of the health plan is considered, the plan must be reviewed and approved by the Delran Education Association. There shall be no duplication of this coverage (viz. if Negotiations Unit Member's spouse has Blue Cross-Blue Shield, Rider J, or major medical coverage or the equivalent thereof, either for himself or herself



- and/or dependents, the Board of Education will not be required to duplicate such coverage).
- B. For each Negotiations Unit Member who remains in the employ of the Board the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) months period commencing September 1, and ending August 31. When necessary, payments of premiums on behalf of the member shall be made retroactively and prospectively to assure uninterrupted participation and coverage.
- C. Effective January 1, 1986, the Board shall provide each Negotiations Unit Member and his/her dependents with a two dollar (\$2.00) co-pay prescription drug program. The cost shall not exceed \$236.64 per Negotiations Unit Member for the time period January 1, 1986 through June 30, 1986. The cost shall not exceed \$394.56 per Negotiations Unit Member for 1986-87.
- D. Effective July 1, 1985, the Board will provide, at no cost to the Negotiations Unit Member, a comprehensive dental plan for the teacher not to exceed \$140.00 per Member for the 1985-86 year. This amount shall be increased to \$155.00 for the year 1986-87. Family coverage will be absorbed by the member.
- E. Negotiations Unit Members on unpaid leaves of absence shall have the right to continue coverage in this plan provided appropriate monthly premiums are paid by the Member to the Board. Upon return to work, the Board shall commence payment of premium.

#### ARTICLE XXII

##### Extra Pay for Extra Duties

- A. Athletics - the following schedule of these salaries shall apply for the school year 1985-86.

#### COACHING SALARY 1985-1986

|  |      |      |      |      |      |      |  |
|--|------|------|------|------|------|------|--|
| Group A - Football, Basketball, Wrestling (High School)  |      |      |      |      |      |      |  |
| Head   | 1950 | 2150 | 2350 | 2550 | 2700 | 2825 |  |
| Asst.  | 1270 | 1400 | 1530 | 1660 | 1810 | 1935 |  |
| Group B - Baseball, Track, Soccer, Softball (High School)  |      |      |      |      |      |      |  |
| Head   | 1550 | 1750 | 1950 | 2150 | 2300 | 2425 |  |
| Asst.  | 1010 | 1140 | 1270 | 1400 | 1550 | 1675 |  |
| Group C - Field Hockey, Cross Country, Swimming, Bowling, Cheerleading (High School)                   |      |      |      |      |      |      |  |
| Head   | 1150 | 1350 | 1550 | 1750 | 1900 | 2020 |  |
| Asst.  | 750  | 880  | 1010 | 1140 | 1290 | 1415 |  |
| Group D - Tennis, Golf (H.S.), Wrestling, Basketball, Baseball, Softball, Cheerleading (Middle School) |      |      |      |      |      |      |  |
| Head   | 750  | 950  | 1150 | 1350 | 1500 | 1620 |  |
| Asst.  | 490  | 620  | 750  | 880  | 1010 | 1135 |  |
| Athletic Director:   |      |      |      |      |      |      |  |
| Middle   | 900  | 2100 | 1300 | 1450 | 1575 |      |  |
| High   | 3450 | 3650 | 3950 | 4250 | 4550 |      |  |
| Athletic Trainer:  |      |      |      |      |      |      |  |
|  | 2600 | 2800 | 3000 | 3200 | 3400 |      |  |
| Faculty Manager:   |      |      |      |      |      |      |  |
|  | 1350 | 1550 | 1750 | 1950 | 2100 | 2220 |  |

The following schedule of salaries shall apply for the school year 1986-87.

# COACHING SALARY FOR 1986-87

Group A - Football, Basketball, Wrestling (High School)

Head 1990 2190 2390 2590 2790 2990  
Asst. 1250 1410 1570 1730 1890 2090

Group B - Baseball, Track, Soccer, Softball (High School)

Head 1590 1790 1990 2190 2390 2590  
Asst. 970 1130 1290 1450 1610 1810

Group C - Field Hockey, Cross Country, Swimming, Bowling, Cheerleading (High School)

Head 1140 1340 1540 1740 1940 2140  
Asst. 800 860 995 1155 1315 1515

Group D - Tennis, Golf (H.S.), Wrestling, Basketball, Baseball, Softball, Cheerleading (Middle School)

Head 740 940 1140 1340 1540 1740  
Asst. 415 575 735 895 1055 1215

Athletic Director:

Middle 740 940 1140 1340 1540 1715  
High 3840 4140 4340 4640 4940 5240

Athletic Trainer:

3200 3400 3600 3800 4000 4200

Faculty Manager:

1460 1635 1810 1985 2160 2335

## B. Extra Curricular Salary Guide for 1985-86.

### EXTRA CURRICULAR SALARY GUIDE 1985-86

|                       |     |      |      |      |      |
|-----------------------|-----|------|------|------|------|
| Band Director         | 964 | 1024 | 1084 | 1144 | 1204 |
| High School           | 338 | 398  | 458  | 518  | 578  |
| Middle School         | 310 | 370  | 430  | 490  | 550  |
| Twirlers (H.S.)       | 310 | 370  | 430  | 490  | 550  |
| Pom Pom (H.S.)        | 310 | 370  | 430  | 490  | 550  |
| Color Guard (H.S.)    | 310 | 370  | 430  | 490  | 550  |
| Stage Band (H.S.)     | 240 | 300  | 360  | 420  | 480  |
| Drama Director (H.S.) | 441 | 501  | 561  | 621  | 681  |
| (per play)            |     |      |      |      |      |
| Yearbook (H.S.)       | 774 | 834  | 894  | 954  | 1014 |
| Yearbook Asst. (H.S.) | 480 | 540  | 600  | 660  | 720  |
| Newspaper (H.S.)      | 523 | 583  | 643  | 703  | 763  |

SMAC

818

Class Advisors

|         |     |
|---------|-----|
| 12-12   | 566 |
| 11-12   | 512 |
| 9-10-14 | 381 |
| 8-11    | 283 |

Student Council

High School

790

Middle School

408

National Honor Society

381

Stage Crew (per play

452

H.S.)

272

Forensics

490

Choir Director (3)

218

Safety Patrol (4)

283

Interact (2)

283

Cultural Club

283

All Intramurals (15)

283

Elementary After

283

School Activities

283

Science League

283

Math League

283

Chaperone (night)

283

Athletic (per hour)

283

Supervision of the above activities shall be based on a

rate of \$7.61

|      |     |
|------|-----|
| DECA | 283 |
| FBLA | 283 |
| HERO | 283 |

EXTRA CURRICULAR SALARY GUIDE 1986-87

|  |      |      |      |      |      |      |
|--|------|------|------|------|------|------|
| Band Director  | 1027 | 1047 | 1097 | 1147 | 1197 | 1246 |
| High School  | 410  | 430  | 480  | 530  | 580  | 630  |
| Middle School  | 318  | 338  | 388  | 438  | 488  | 538  |
| Twirlers (H.S.)  | 318  | 338  | 388  | 438  | 488  | 538  |
| Pom Pom (H.S.)   | 318  | 338  | 388  | 438  | 488  | 538  |
| Color Guard (H.S.)   | 318  | 338  | 388  | 438  | 488  | 538  |
| Stage Band (H.S.)  | 290  | 310  | 360  | 410  | 460  | 510  |
| Drama (per play)   | 522  | 542  | 592  | 642  | 692  | 742  |
| (H.S.)   |      |      |      |      |      |      |
| Yearbook (H.S.)  | 855  | 875  | 925  | 975  | 1025 | 1075 |
| Yearbook Asst.   | 510  | 530  | 580  | 630  | 680  | 730  |
| (H.S.)   |      |      |      |      |      |      |
| Newspaper (H.S.)   | 602  | 632  | 682  | 732  | 782  | 832  |
| SMAC   | 891  |      |      |      |      |      |
| Class Advisors   |      |      |      |      |      |      |
| 12-(2)   | 616  |      |      |      |      |      |
| 11-(2)   | 558  |      |      |      |      |      |
| 9-10-(4)   | 415  |      |      |      |      |      |
| 8-(12)   | 308  |      |      |      |      |      |
| Student Council  |      |      |      |      |      |      |
| High School  | 861  |      |      |      |      |      |
| Middle School  | 441  |      |      |      |      |      |
| National Honor Society   | 415  |      |      |      |      |      |
| Stage Crew (per play)  | 492  |      |      |      |      |      |
| (H.S.)   |      |      |      |      |      |      |
| Forensics  | 296  |      |      |      |      |      |
| Choir Director (3)   | 534  |      |      |      |      |      |
| Safety Patrol (4)  | 237  |      |      |      |      |      |
| Interact (2)   | 308  |      |      |      |      |      |
| Cultural Club  | 308  |      |      |      |      |      |
| All Intramurals (15)   | 308  |      |      |      |      |      |
| Elementary After   |      |      |      |      |      |      |
| School Activities  | 308  |      |      |      |      |      |
| Science League   | 308  |      |      |      |      |      |
| Math League  | 308  |      |      |      |      |      |
| Chaperone (night)  | 308  |      |      |      |      |      |
| Athletic (per hour)  |      |      |      |      |      |      |
| Supervision of the above activities shall be based on a rate of \$8.29 per hour. |      |      |      |      |      |      |
| DECA   | 308  |      |      |      |      |      |
| PALA   | 308  |      |      |      |      |      |
| HERO   | 308  |      |      |      |      |      |

C. Extra Curricular

- Any athletic sponsored event (e.g.: dinners, awards' ceremonies, luncheons, league-sponsored awards' nights) shall be paid in full by the Board of Education.
  - Coaches will be compensated for transportation expenses to athletic sponsored events (see 1 above) at the rate of twenty-one (.21) per mile.
  - In the event that a coaching position is not filled due to lack of qualified personnel and or applicants, the coaches under contract for that sport shall receive the salary appropriated for the unfilled position, if they assume the duties of the vacant position. Further, should a position become vacant due to a resignation, the above applies. The salary for the remainder of the season shall be pro-rated on an equal basis.
  - Coaches will be paid at the conclusion of the sport season, namely: December 15th, March 15th, and June 30th.
  - All Middle School interscholastic athletics will be paid as a head coach unless otherwise specified.
- D. New Activities
- Any new activity will be pursued by the teaching staff at no cost to the Board for the extra time involved and the entire program to be supervised and coordinated by a program supervisor. Activities will be developed and programs formulated according to need, desirability, student interest, and other relative factors. The teaching staff shall, from its members, establish a committee preferably including the Class Advisors and the Student Council Advisor. This committee shall function throughout the year in reviewing and planning programs and formulating activity descriptions and job descriptions of teaching staff affiliated therewith and shall function in

part as an information gathering unit under the guidance and direction of the program supervisor who shall be the chairman of the said committee. Complete resumes and reports will be prepared for submission to the building principals, the Superintendent, and the Board. The program supervisor shall be responsible to provide continuing information to the principals, Superintendent, and to the Board at their request. The program supervisor shall be paid an honorarium of \$200.00 and shall be appointed by the Superintendent with the advice of the staff.

E. Negotiations Unit Members approved by the Superintendent of schools to travel between school district facilities shall be compensated at the rate of twenty-one (.21) cents per mile.

F. Compensation is payable by submitting vouchers to the Board before the first Monday in December and the first Monday in June.

#### ARTICLE XXIII

##### Professional Development and Education Improvement

A. Tuition Reimbursement. The Board agrees to make available a maximum of \$300 per course with a limit of one course per semester, (semesters to mean summer, fall, and/or spring) to be paid as a reimbursement for tuition upon satisfactory completion of the course. The total for the 1985-86 school year for this benefit shall be \$6,000. The maximum for the 1986-87 shall be \$8,000.

1. In order to qualify for this reimbursement, a Negotiations Unit member must receive approval of said course by the Superintendent no later than ten (10) days after registration, and present acceptable proof of achievement of a passing grade upon completion of said course and receipt for tuition paid.

2. Courses which qualify for reimbursement may be on the graduate or undergraduate level, and should be of such content as will expand or improve the Negotiations Unit Member's capabilities and performance in the areas of certification.

3. Courses necessary for certification will not qualify for this reimbursement unless prior approval is granted by the Superintendent.

4. Course work approval:

A. In September - reimbursement upon completion, paid out of current fiscal monies.

B. In February - reimbursement upon completion pending transcript submitted by June 30th of current fiscal year so business office can complete paper work by June 30th. Should transcripts not be submitted by June 23rd, reimbursement will be paid after July 1st thereby reducing the next year's reimbursement (by the amount of money requested).

C. In May for summer - reimbursed upon completion reducing monies for the oncoming fiscal year.

##### B. Salary Guide Categories

1. In order to qualify for use in placement of a Negotiations Unit Member on the salary guide categories beyond the bachelor level, courses and/or credits must be:

A. Part of graduate program related to the field of education the Negotiations Unit Member has matriculated; or,

B. On a graduate level, but not part of a matriculated program.

C. On an undergraduate level, but qualified as an addition to, extension of, improvement of a Negotiations Unit Member's skills necessary for, or applicable to a present position. This is not to exceed twenty-five (25) credits.

2. In order to qualify for use in placement of a Negotiations Unit Member on the salary guide categories beyond the masters level, courses and/or credits must be:
  - A. Part of a graduate program pursued after the masters degree has been conferred, or,
  - B. On the graduate level and not part of a prescribed program, but qualified as an addition to, extension of, or improvement of a Negotiations Unit Members skills necessary for or applicable to a present position.
3. Application for a change in placement on the salary guide must be made in writing by December 1 prior to the school year during which the change would be effective. This application must be made through the Superintendent.
4. Change in placement on salary guide in conjunction with the above paragraph will be made September 1 and February 1, provided transcripts are received prior to the above mentioned dates.
5. Extraordinary circumstances which may arise regarding qualifications for change in salary guide placement may be presented in writing to the Superintendent for review and consideration.

#### ARTICLE XXIV

##### Miscellaneous Provisions

- A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignments, promotion, transfer, or discipline of Negotiations Unit Members or in the application or

administration of this Agreement on the basis of race, color, creed, religion, national origin, sex, domicile, marital status, or age.

- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions, or applications shall continue in full force and effect.
- C. Terms and conditions of the master Agreement shall take precedence and control over any individual contract made with any Negotiations Unit Member.
- D. Copies of this Agreement shall be printed at the joint expense of the Board and the Association after agreement on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all Negotiations Unit Members now employed, hereafter employed, or considered for employment by the Board.
- E. Except as the Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement.

#### ARTICLE XXV

##### Complaint Procedure

- A. Any complaints regarding a Negotiations Unit Member made to any member of the administration by any parent, student, or other person which does or may influence evaluation of a Negotiations Unit Member shall be processed according to the procedure outlined below.
- B. The principal or immediate superior shall meet with the Negotiation Unit Member to appraise the Negotiation

Unit Member of the complaint and they shall attempt to resolve the matter informally,

- C. The negotiation Unit Member shall have the right to be represented by the Association at any meeting or conferences regarding such complaints,

#### Duration of Agreement

#### ARTICLE XXVI

The provision of this agreement shall be effective as of July 1, 1985 and shall remain in full force and effect until June 30, 1987, subject to the right of the Board and the Association to negotiate for a modification of the agreement as provided in Article III of said agreement.

The foregoing agreement having been formally accepted and adopted in accordance with applicable law of the State of New Jersey by the Board of Education of the Township of Delran and the Delran Education Association is hereby executed by the respective officials and officers as follows:

#### DELTRAN EDUCATION ASSOCIATION

Attest: Janet Pilvalis, Secretary

*Janet Pilvalis*

Robert Fitzpatrick, President

*Robert Fitzpatrick*

#### DELTRAN TOWNSHIP BOARD OF EDUCATION

Attest: Robert Kerr, Board Secretary

*Robert Kerr*

Morris Burton, President

*Morris Burton*

#### ADDENDUM I

##### Reduction in Force

For the purpose of information only, the Board policy for Reduction in Force is as follows:

The Board of Education reserves the right under State law to abolish unilaterally any existing position in whole or in part and to reduce the number of employees in any category for reasons of economy, reduction in the number of pupils, change in administrative or supervisory organization or other good cause.

Should it become necessary to reduce the number of employees in a district, the laws and regulations of the State shall be the controlling guides. If, in the case of such reduction, candidates for termination are non-tenured personnel only, selection shall be based in the first instance of the effectiveness of the employees and then on seniority in the District, if the effectiveness of two or more Negotiations Unit Members is deemed to be equal, then the least senior member will be released first. Tenured employees shall not be dismissed under the provisions of this article, if such tenured employees' duties are to be performed by a non-tenured employee. If, as a result of such reduction, candidates for termination or reduction in grade are tenured employees, seniority shall be the determining factor, and if seniority amongst two or more members be equal, then the following shall determine in the order set forth which member will be terminated:

1. The Negotiations Unit Member with the least number of certifications, followed then by, if equal,
2. The Negotiations Unit Member with the least number of additional credits earned to his credit, followed by, if equal,
3. The least effective Negotiations Unit Member.

The Board of Education with assistance of the Central Administration shall prepare guidelines for restructuring positions and for determining objectively which employees are to be dismissed as a result.

The following are guidelines to assist the Central

Administration in restructuring staff patterns and in determining those who would be affected by a reduction in staff:

A. Procedure for Eliminating a Position

A position may be eliminated by:

1. Reducing the number of employees in a particular category.
2. Combining two or more jobs into a single position or dividing the duties of an existing position among two or more persons.
3. Eliminating a portion of a job and combining the remainder in one or more existing positions.

B. Procedure for Reducing Staff

When the Board has approved the elimination of a position, it shall be the responsibility of the Central Administration to:

1. Publish the seniority list of all employees in the affected category in accordance with procedure specified in N.J. Administrative Code for Education (N.J.A.C. 6:3-1.10).
2. Indicate on the seniority list the employee's name, years of seniority in the district, whether or not he or she is a tenured staff member and the certificate(s) he or she holds.
3. In the event that two or more non-tenured employees are immediately liable for dismissal or reduction in grade, a request from the immediate supervisor to the Superintendent should be made of all material relevant to their performance on the job.
4. In the event that two or more tenured employees having the identical seniority entitlement are immediately liable for dismissal or reduction in grade, provide the same information as in 3 above.

5. Maintain an eligibility list of those tenured employees dismissed due to a reduction in staff, as a guide for re-employment whenever a vacancy occurs for a position in which the former employee is qualified. The parties expressly agree that this provision shall be subject to the Grievance Procedure.

6. The Association shall be supplied at all times with an accurate list of all personnel who are currently in layoff.

ADDENDUM II

Observation and Evaluation  
6:3-1.19 Supervision of Instruction: observation and evaluation of non-tenured teaching staff members.

- A. For the purpose of this section, the term "observation" shall be construed to mean a visitation to a classroom by a member of the administrative and supervisory staff of the local school district, who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a non-tenured teaching staff member's performance of the instructional process.

1. Each of the three observations required by law shall be conducted for a minimum duration of one class period in a secondary school, and in an elementary school, for the duration of one complete subject lesson.

- B. The term "evaluation" shall be construed to mean a written evaluation prepared by the administrative/supervisory staff member who visits the classroom for the purpose of observing a teaching staff member's performance of the instructional process.

- C. Each local board of education shall adopt a policy for the supervision of instruction, setting forth procedures for the observation and evaluation of non-tenured teaching staff members, including those assigned to regular classroom teaching duties. Such policy shall be distributed to each teaching staff member at the beginning of his/her employment.



D. Each policy for the supervision of instruction shall include, in addition to those observations and evaluations herein before described, a written evaluation of the non-tenured teaching staff member's total performance as an employee of the local board of education.

E. Each of the three observations required by law shall be followed, within a reasonable period of time, but in no instance more than 15 days, by a conference between the administrative/supervisory staff member who has made the observation and written evaluation and the non-tenured teaching staff member. Both parties to such a conference will sign the written evaluation report and retain a copy for his/her records. The non-tenured teaching staff member shall have the right to submit his/her written disclaimer of such evaluation within ten days following the conference, and such disclaimer shall be attached to each party's copy of the evaluation report.

F. The purpose of this procedure for the observation and evaluation of non-tenured teaching staff members shall be to identify deficiencies, extend assistance for the correction of such deficiencies, improve professional competence, provide a basis for recommendations regarding re-employment, and improve the quality of instruction received by the pupils served by the public schools.

### ADDENDUM III

#### Representation Fee

The Delran Board of Education, according to the N.J. Representation Fee Law, Chapter 477, P.L. 1979, will deduct Representation fees from non-member employees in the unit, and will forward to the Association the Representation Fee in lieu of dues for services rendered by the Association.

The Representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, less the cost of benefits financed through the dues available to or benefiting only its members. This representation fee shall be levied at 85 percent of the regular membership dues.

R. 1976 d. 13, eff. January 16, 1976.  
Sec. 7 N.J.R. 541(a), 8 N.J.R. 62 (a).

### ADDENDUM IV

#### Article X, Section E

##### Between Paragraph One and Two

Whenever possible at the High School level, teachers will be assigned no more than five (5) classes and one (1) supervisory assignment per quarter in an eight (8) period day.